

**CITY OF PRESCOTT**

**PARKS & PUBLIC PROPERTY COMMITTEE**

**MONDAY, AUGUST 22, 2016**

**5:30 P.M.**

**MUNICIPAL BUILDING, 800 BORNER ST.**

**PRESCOTT, WI 54021**

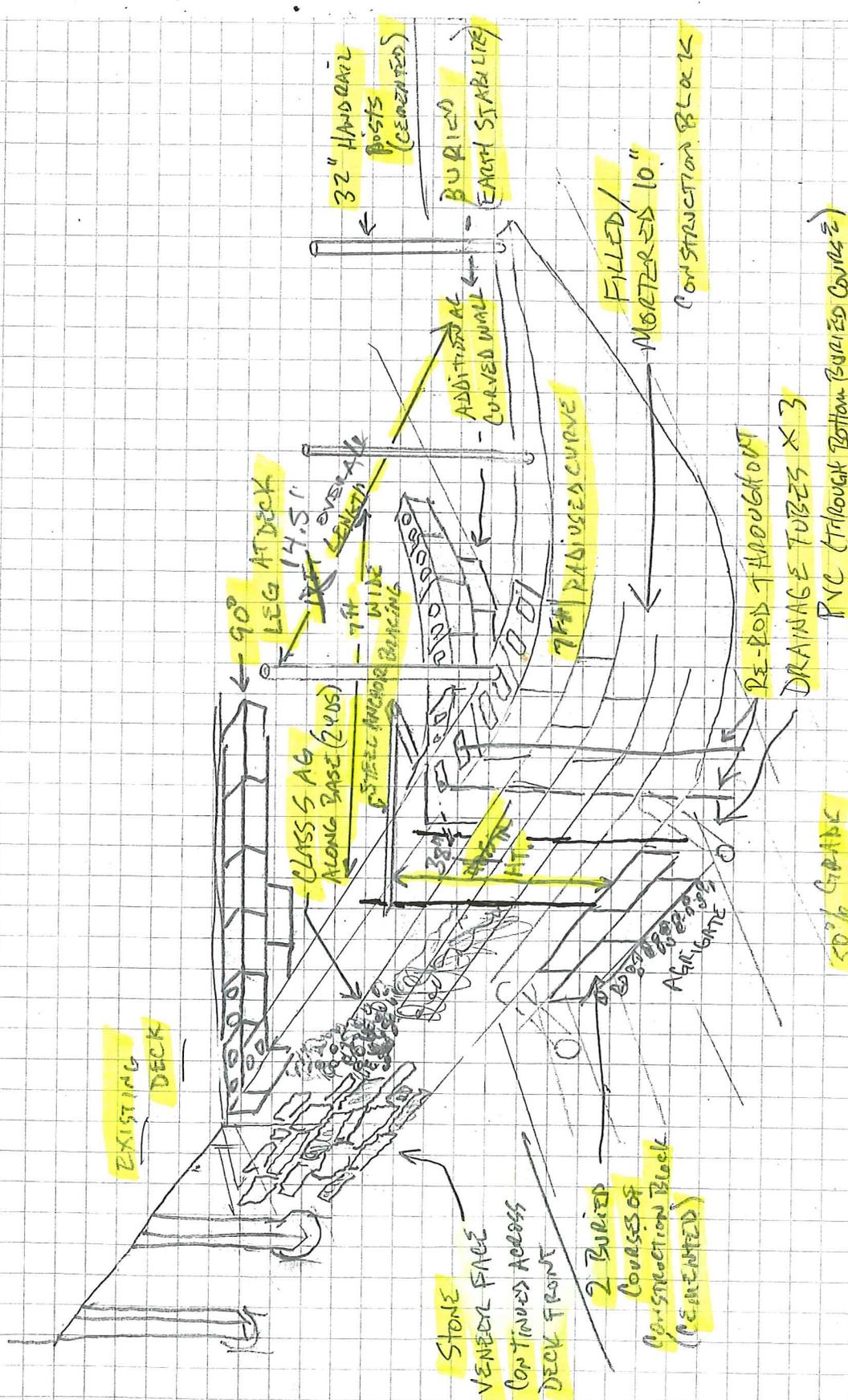
**[www.prescottwi.org](http://www.prescottwi.org)**

1. Call to Order
2. Roll Call
3. Discuss construction of retaining wall on public right of way at 316 Locust St. N
4. Lease with Leo's Landing
5. Lease on farm land at compost site
6. Other Business
7. Adjourn

**NOTICE**

**ACCESS TO THE MUNICIPAL BUILDING FOR THE DISABLED IS  
AVAILABLE AT THE MAIN ENTRANCE.**

**ALL THOSE WITH SPECIAL NEEDS SHOULD CALL CITY HALL OFFICES  
(715-262-5544) IF ASSISTANCE IS REQUIRED**



4/3/16 NEAL JENSEN 612, 281.9238 (MOBILE)  
 CONSTRUCTION OF EARTH RETAINING WALL.  
 LOCATION 316 LOCUST ST. N. PRESCOTT

PAVING  
 1 OF 2

EXISTING DECK

STONE VENEER FACE  
 CONTINUES AROUND  
 DECK FRONT

2 BURIED  
 COURSES OF  
 CONSTRUCTION BLOCK  
 (CEMENTED)

50% GRADE

32" HANDRAIL  
 POSTS  
 (CEMENTED)

BURIED  
 EARTH STABILIZER

FILLED /  
 MORTARED 10"  
 CONSTRUCTION BLOCK

ADDITIONAL  
 CURVED WALL

7" RADIUS CURVE

RE-ROD THROUGH  
 DRAINAGE TUBES X 3  
 PVC (THROUGH BOTTOM BURIED COURSE)

90°  
 LEG AT DECK

14.5"  
 OVERSIZING  
 LENGTH

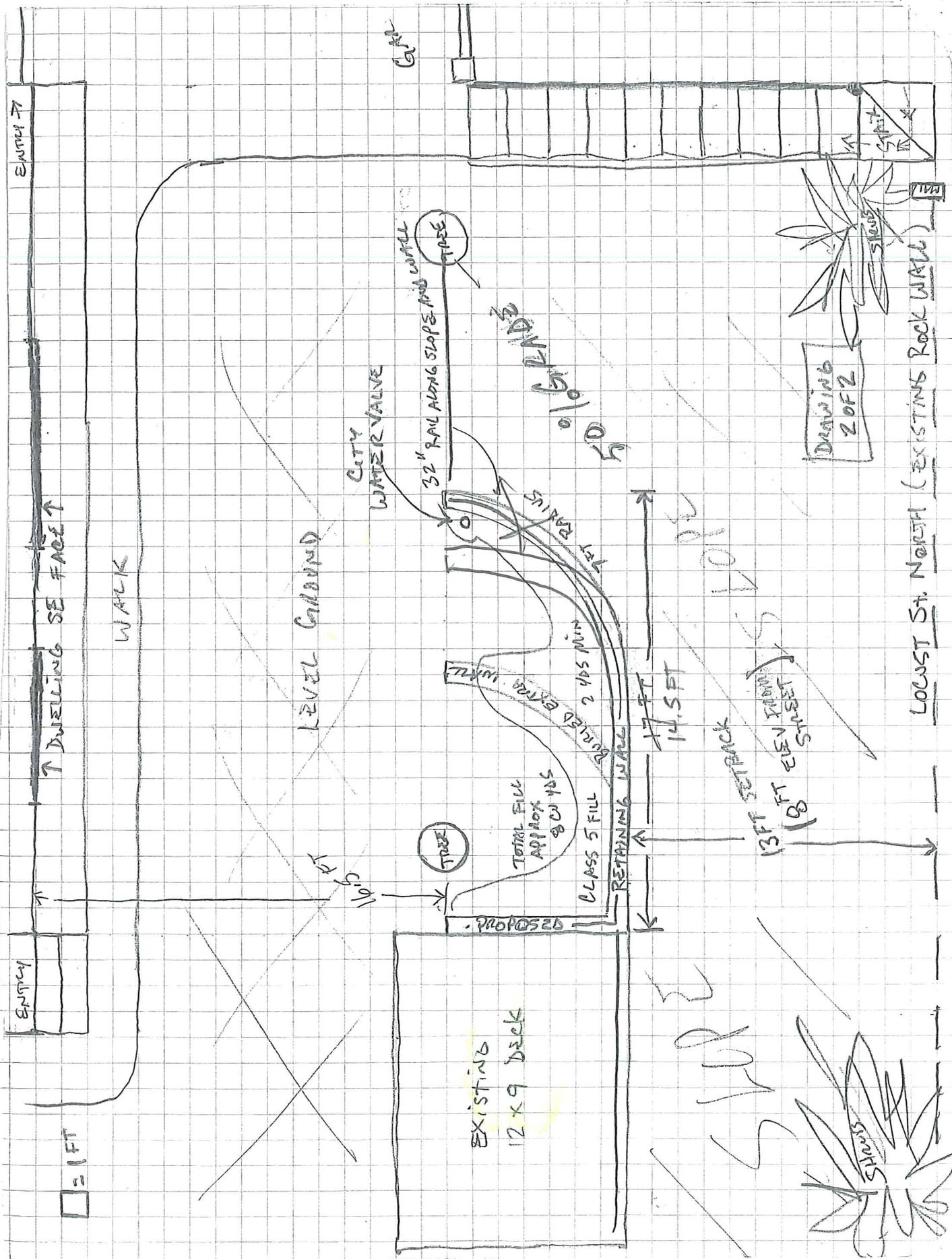
7" WIDE  
 ANCHOR BALKING

CLASS 5 AG  
 ALONG BASE (2x4S)

STEEL ANCHOR

350"  
 14.5"  
 14.5"

50% GRADE



ENTRY →

↑ DWELLING SE FACE ↑

WALK

LEVEL GROUND

CITY WATER VALVE

32" RAIL ALONG SLOPE AND WALL TRAPE

PLANTS

50%

NET RAILING

2 YDS MIN

BEARDED EXTER. WIRE

TREE

TOTAL FILL APPROX 8 CU YDS

CLASS 5 FILL

RETAINING WALL

EXISTING 12 X 9 DECK

PROPOSED

17 FT

14.5 FT

13 FT SETBACK

18 FT EVEN FRONT STREET

DRAWING 20F2

LOCUST ST. NORTH (EXISTING ROCK WALL)

SHRUBS

□ = 1 FT

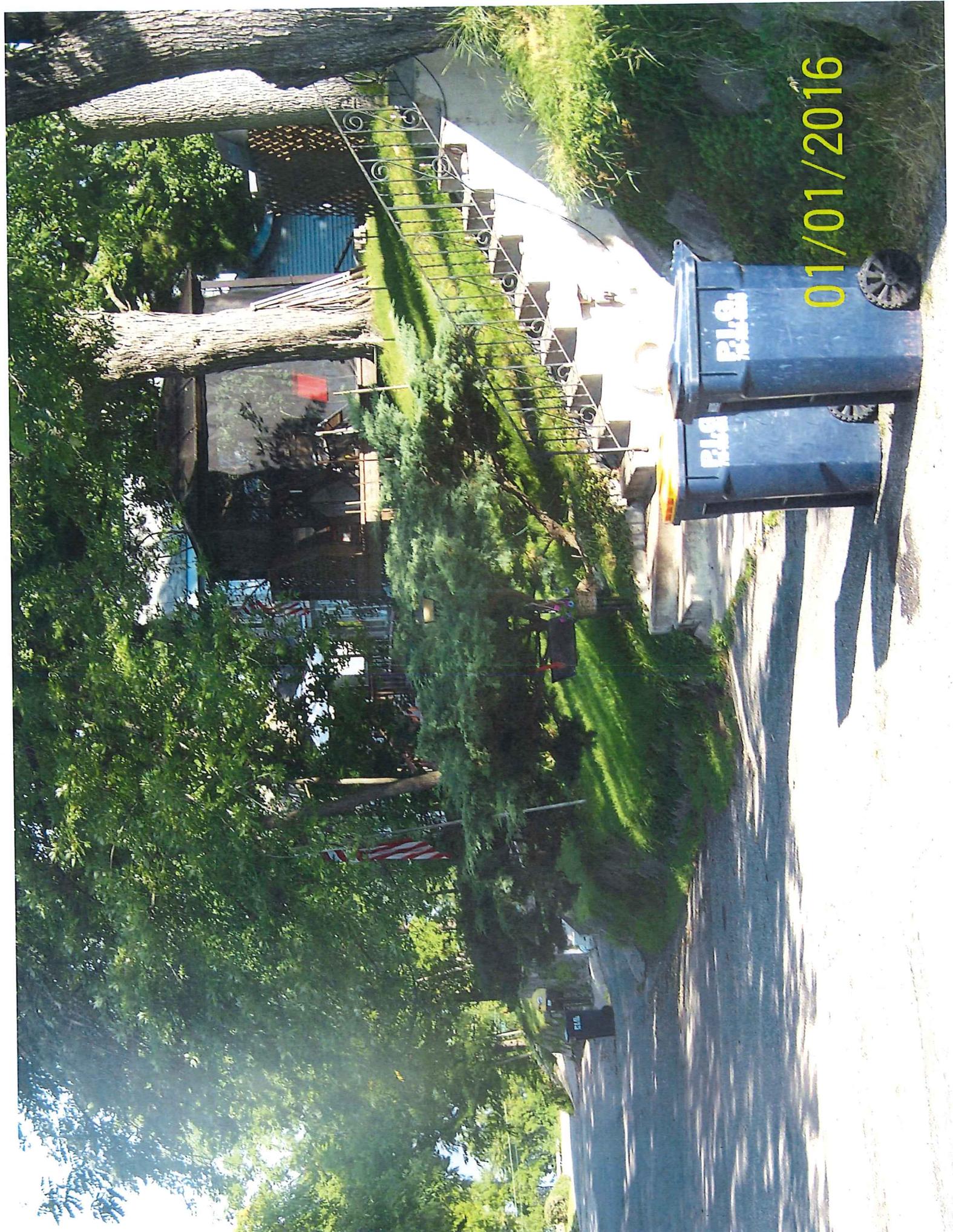
ENTRY

ENTRY

ENTRY



Party Time



01/01/2016

01/01/2016



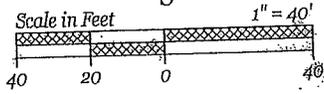
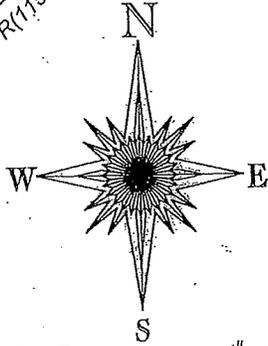
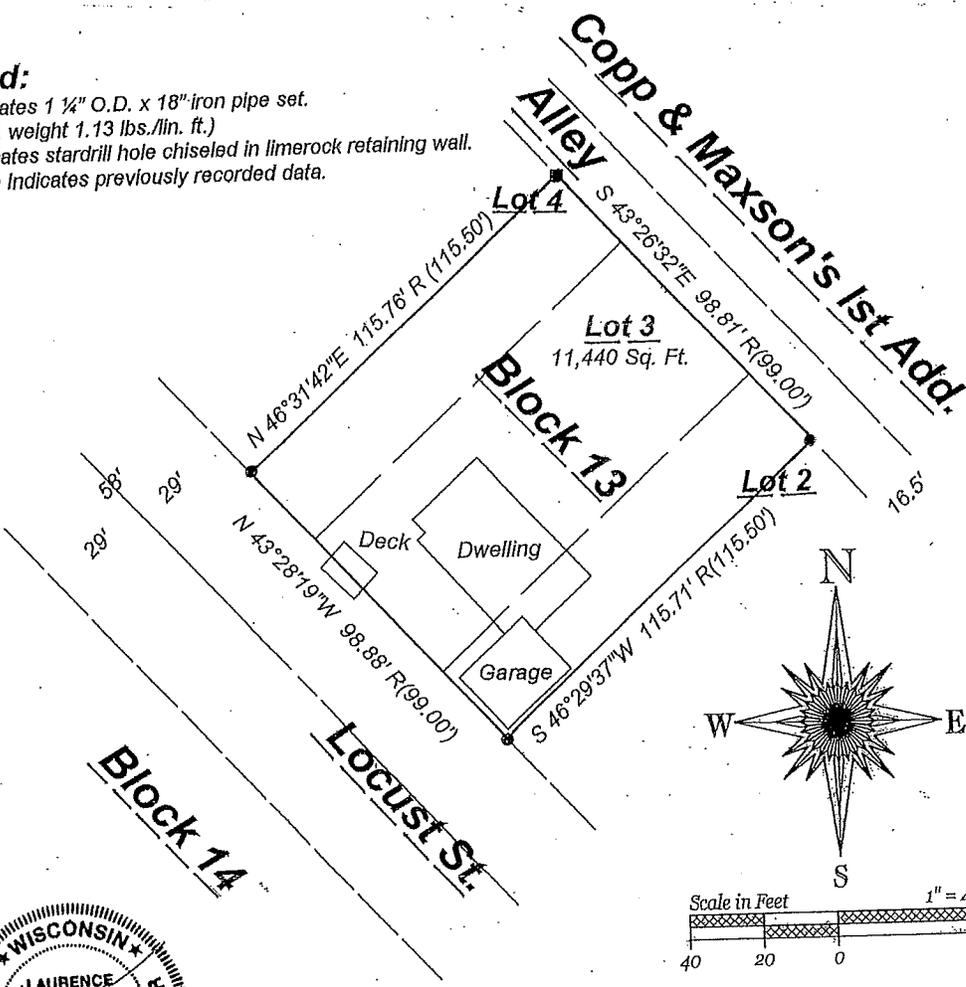


01/01/2016

# Map of Survey for Neil Jensen

**Legend:**

- Indicates 1 1/4" O.D. x 18" iron pipe set. (min. weight 1.13 lbs./lin. ft.)
- Indicates stardrill hole chiseled in limerock retaining wall. (0.00')
- Indicates previously recorded data.



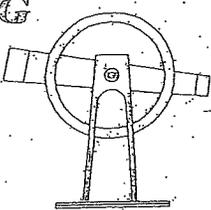
Bearing reference is assumed



**Description:**  
 The Northwest 1/2 of Lot 2, all of Lot 3, and the Southeast 1/2 of Lot 4, of Block 13 of Copp and Maxson's 1st Additon, to the City of Prescott, Pierce County, Wisconsin.

(State of Wisconsin)  
 County of Pierce)

Laurence W. Murphy, Professional Land Surveyor, do hereby certify that I have surveyed the above described and mapped property according to official records and that this map is true and correct to the best of my knowledge and belief.

<b>MURPHY LAND SURVEYING</b> RIVER FALLS, WISCONSIN		DATE	6-9-16
		FLS SURVEY	6-8-16
Laurence W. Murphy 715-425-9032		SCALE	1" = 40'
		DRAWN	L.W.M.
		REVIEWED	
		LOCATION	Prescott
		JOB NO.	2016-027

TO: Parks & Public Property Committee

FROM: Jayne Brand, City Administrator



RE: Leo Landing Lease

Attached please find the current and proposed lease for Leo's Landing. The current lease is due at the end of 2016. I could not find a schedule as to what the payment should be annually but we did receive in January of 2016 rent in the amount of \$4,359.90 from Leo's Landing. It appears from the lease the rent is raising by 3% annually.

Items to be discussed are:

- Lease rent
- Rent escalator
- Term of lease
- First right of refusal for city to purchase
- Other items of concern

*Current*

**LEASE AGREEMENT BETWEEN  
CITY OF PRESCOTT and LEO'S LANDING MARINA**

THIS LEASE AGREEMENT made and entered into this 8<sup>th</sup> day of April, 2002, by and between the City of Prescott, whose address is the City of Prescott, Prescott Municipal Building, 800 Borner St. Prescott, Wisconsin 54021 (hereinafter referred to as "Landlord") and Richard Anderson (hereinafter referred to as "Tenant")

**WITNESSETH:**

**WHEREAS**, the Landlord is the fee owner of certain real property having a street address of 137 North Front Street, Prescott, Wisconsin 54021 (hereinafter referred to as "Leo's Landing") and; further described as the river frontage from the northwest corner of the stone building to the water gauging station to Front Street, excepting that area used as municipal park and the stone storage building.

**WHEREAS**, the Tenant is the owner of the personal property located at 137 North Front Street, Prescott, Wisconsin 54021, and wishes to continue to use the real property at that street address upon which his personal property is located : and

**WHEREAS**, the Landlord and Tenant desire to lease the premises upon the terms and conditions contained herein:

NOW THEREFORE, for and in consideration of the sum of THREE HUNDRED DOLLARS (\$300.00), The covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

## **DESCRIPTION**

The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, the above-described premises on the terms and conditions stated herein the real property located at 137 Front Street in the City of Prescott, County of Pierce, State of Wisconsin. This Lease concerns only the real property and not personal property located thereon.

## **TERM**

The Landlord hereby leases to the Tenant and the Tenant leases from the Landlord the above described Premises for a term retroactive to August 1, 2001 and ending at 12 o'clock midnight December 31, 2016. In addition to any other covenants and obligations contained herein, the Landlord and Tenant also agree to make every reasonable effort to renew this lease upon expiration for a like period on similar terms and conditions so long as they are mutually beneficial to the parties.

## **SECURITY DEPOSIT**

Landlord shall not require a security deposit.

## **FINANCIAL OBLIGATION OF TENANT**

(a) Upon information and belief the Landlord understands that the Tenant may need to

borrow funds from a financial institution in order to purchase the personal property

located at 137 N Front Street, Prescott, Wisconsin 54021. Both parties hereby agree

that any such financial obligation shall in no way affect the Tenant's obligations

under the terms of this lease agreement. Both parties hereby declare that the Landlord shall be held harmless by the Tenant event of default by Tenant on any financial agreement pertaining to the purchase of said personal property.

(b). This lease is transferable and the Landlord shall honor an assignment of the leasehold on the subject property if used for its acquisition. The Landlord shall further agree to the transfer of the leasehold interest if the borrower defaults on its financial obligation.

## **RENT**

In consideration of the significant time and donated by the good citizens of The City of Prescott in order to improve the value of City property, the Tenant agrees to pay rent to the Landlord in the amount of the greater of a 3% increase over the previous years rent or the equalized value of the property times the effective mill rate of the city of Prescott. Rent shall be due and payable in full by Tenant to Landlord in full on January 31 of each year. The rental formula shall be reviewed every five years from the date of signing of this contract..

Delinquent Rents In addition the tenant agrees to pay all delinquent rents based on the above formula. The delinquent rents to be received by the City of Prescott no later than March 31, 2002.

Late Payment Penalty In the event that the tenant does not make his payment in full on or before January 31 of each year, the tenant agrees to pay a penalty of 20% of the current years rent.

## **6. RENEWAL TERMS**

This lease shall be binding and in effect until 2017, and renewable thereafter with lease extensions granted by the Prescott City Council every five (5) years thereafter based upon compliance with the following conditions set forth under "TENANT RESPONSIBILITIES". The Tenant shall be granted a minimum of three (3), five (5) year extensions, terminating at 12 o'clock midnight on December 31, 2031, if all conditions and responsibilities set forth therein are satisfied by the Tenant. Additional six year extensions may be granted by the Prescott City Council at its discretion after 2030.

## **7. TENANT RESPONSIBILITIES**

The Tenant, at its sole expense, shall be responsible for compliance with all the following conditions:

- (a) The Tenant shall pay all taxes, lease payments, service fees, license fees and permit fees in a timely manner and shall keep the same current all permits and licenses as required by local codes and state and federal law.
- (b) The tenant shall maintain the premises at 137 North Front St, Prescott, Wisconsin 54021 in a good sanitary and otherwise well maintained state, as the Leo's Landing Marina is a valuable and attractive asset to the City of Prescott and the Pierce County Community.
- (c) The Leo's Landing Marina shall continue to be timely and responsive in dealing with complaints or concerns affecting the community and shall respond to such situations as soon as is reasonably practicable after the complaints or concerns are brought to the attention of the Leo's Landing Marina.
- (d) Substantial changes in the scope of business conducted by the Leo's Landing Marina shall be subject to Prescott City Council approval. It shall be the

responsibility of the Tenant to notify the City of Prescott of any changes in the scope of business which may require City Council regardless of the magnitude of the change. (Changes in scope of service include but are not limited to; new equipment, additional equipment, changes in service delivery, new services, sale of new products, and other changes in the operation of the business.)

- (e) The Leo's Landing Marina shall remain in compliance with all state and federal laws. The tenant shall be solely responsible for the payment of any associated costs.

#### **8. FAILURE TO RENEW**

In the event that the Tenant chooses not to renew lease at the end of the lease cycle, the Tenant shall pay all costs and fees necessary to bring the Marina into compliance with state and federal regulations and to perform any maintenance or repairs necessary to maintain the Leo's Landing Marina as a valuable and attractive asset to the City of Prescott and the Pierce County community.

#### **9. DEFAULT**

In the event that either of the parties fails to comply with any of the material provisions of this lease, including Tenant's covenant to pay rent, and such failure continues for a period of Sixty (60) days, then upon service of 60 days written notice, this Lease may be terminated without further action.

#### **10. INSURANCE**

A. The Tenant, at its own expense, shall be responsible for maintaining liability insurance as well as insurance covering any loss associated with equipment and other personal property located at the premises.

B. The City of Prescott shall be named as an additional insured on the General Liability Policy of Leo's Landing Marina.

#### **11. NOTICES**

Any written notice or communications required under the terms of this lease agreement shall be given by registered or certified mail.

#### **12. GOVERNING LAW**

This lease agreement shall be governed, construed and interpreted by, through, and under the laws of the State of Wisconsin.

#### **13. BINDING EFFECT**

The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, an assigns of the parties hereto.

#### **14. DESCRIPTIVE HEADINGS**

The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or the Tenant.

#### **15. MODIFICATION**

The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

#### **16. UTILITIES**

The Tenant shall pay for all utilities used on the premises. All utilities shall be the responsibility of the tenant . failure to pay all such charges may constitute a breach of contract by the tenant.

**17. SIGNS**

The tenant shall have the right to display signs or advertisements in connection with the use of the property as permitted with the signage allowed by the Prescott Zoning Code 13-

**18. BOND**

The Tenant shall maintain a bond in the amount of \$500,000 indemnifying and payable to the City of Prescott in the event that the Tenant fails to comply with local, state, and federal laws relating to any or all parts of the operation of Leo's Landing Marina, including but not limited to the acquisition of permits for transport of oversized boats, the use of the landing, launching and removal of boats in excess of the sizes of boats permitted for launch and removal from the City's boat launch, and the sale of unauthorized products from the marina.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals

this 8<sup>th</sup> day of April, 2002.

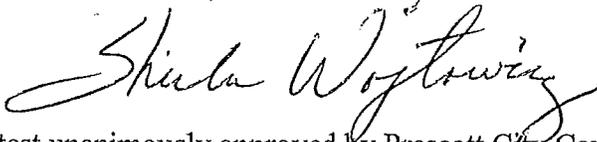
**TENANT**



Richard Anderson

**LANDLORD/ CITY OF PRESCOTT**

Sheila Wojtowicz, Mayor of Prescott

Handwritten signature of Sheila Wojtowicz in cursive script.

Attest unanimously approved by Prescott City Council dated April 8, 2002.

City Administrator/Clerk

Handwritten signature of Lloyd R. Mattes in cursive script.

Proposed

## GROUND LEASE AGREEMENT

THIS LEASE is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the City of Prescott, Wisconsin a municipal corporation (hereinafter referred to as "Landlord") and Richard Anderson d/b/a Leo's Landing (hereinafter referred to as "Tenant") with respect to the following facts:

### RECITALS

A. For the purposes of this Lease, the following terms shall have the following definitions:

*Demised Premises* shall mean the real property located at 137 North Front Street, Prescott, Wisconsin 54021 (legally described on the attached Exhibit A) and all easements, rights, rights-of-way, and licenses thereto, and the Improvements but shall not include Tenant's trade fixtures, the area used as a municipal park or the stone storage building.

*Improvements* shall mean all buildings, structures, and improvements now existing or hereafter constructed upon the Demised Premises during the term of the Lease, and any restoration, addition to, or replacement thereof, but excluding therefrom the Tenant's trade fixtures.

*Tenant's Trade Fixtures* shall mean all items placed on the Demised Premises by Tenant.

B. Landlord desires to lease to Tenant the Demised Premises for the purpose of operation of a marina and ancillary legal uses.

**NOW, THEREFORE**, Landlord and Tenant hereby agree as follows:

1. *Lease of Demised Premises and Term.*

(a) Landlord, in consideration of the rents hereinafter reserved and the terms, covenants, conditions, and agreements set forth in this Lease to be kept and performed by Tenant, does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the Demised Premises. Subject to all of the terms, covenants, conditions, conditional limitations, and agreements herein contained, this Lease shall be for a term of years commencing on the date of this Lease and ending on \_\_\_\_\_ (the "Basic Term"), or until said term is sooner terminated or extended pursuant to any of the conditional limitations or other provisions of this Lease.

(b) Tenant hereby agrees to pay and Landlord hereby agrees to accept as rent from and after the date hereof for the Basic Term annual rent at the rate of \$ \_\_\_\_\_ ("Basic Rent"), payable in a yearly installments of \$ \_\_\_\_\_ on or before December 31 of each calendar year during the Basic Term of this Lease without set off or abatement.

## 2. *Taxes.*

(a) Tenant will, at Tenant's own cost and expense, bear, pay, and discharge prior to delinquency, all real estate taxes, personal property taxes, assessments, sewer rents, water rents and charges, duties, impositions, license and permit fees, charges for public utilities of any kind, payments and other charges of every kind and nature whatsoever, ordinary or extraordinary, foreseen or unforeseen, general or special (all of which are hereinafter sometimes collectively referred to as Impositions), which shall, pursuant to present or future law or otherwise, prior to or during the term hereby granted, have been or be levied, charged, assessed, or imposed upon, or grown or become due and payable out of or for, or become or have become a lien on the Demised Premises, and the Improvements; it being the intention of the parties hereto that the rents reserved herein shall be received and enjoyed by Landlord as a net sum free from all of such Impositions, except income taxes assessed against Landlord, franchise, estate, succession, inheritance, excess profits, revenue, or any other tax, assessment, charge, or levy upon the rent payable by Tenant under this Lease or transfer taxes of Landlord, or any tax or charge in replacement or substitution of the foregoing or of a similar character.

(b) Tenant shall pay all interest and penalties imposed upon the late payment of any Impositions which Tenant is obligated to pay hereunder. Impositions shall be apportioned between Tenant and Landlord as of the date of termination of the term of this Lease and shall be paid within 30 days after such termination, but shall not be apportioned at the commencement of the term of this Lease.

(c) Tenant may take the benefit of the provisions of any law or regulations permitting any assessment imposed upon the Demised Premises prior to the expiration of the term of this Lease to be paid in installments; provided, further, that the amount of all installments of any such assessment which are to become due and payable after the expiration of the term of this Lease shall be paid by Landlord when and as the same shall become due and payable.

(d) If Tenant shall fail, for 30 days after notice and demand given to Tenant, to pay any Imposition on or before the last day upon which the same may be paid without the imposition of interest or penalties for the late payment thereof, then Landlord may pay the same with all interest and penalties lawfully imposed upon the late payment thereof, and the amounts so paid by Landlord shall thereupon be and become immediately due and payable by Tenant to Landlord hereunder.

(e) An official certificate or statement issued or given by a sovereign or municipal authority, or any agency thereof, or any public utility, showing the existence of any Imposition, or interest or penalties thereon, the payment of which is the obligation of Tenant as herein provided, shall be prima facie evidence for all purposes of this Lease of the existence, amount, and validity of such

Imposition.

3. *Repairs.* Tenant shall at all times during the term of this Lease, at Tenant's own cost and expense, keep the Demised Premises and the Improvements thereon, and all appurtenances to the Demised Premises, in good order, condition, and repair, ordinary wear and tear excepted, and in such condition as may be required by law and by the terms of the insurance policies furnished pursuant to this Lease, whether or not such repair shall be interior or exterior, and whether or not such repair shall be of a structural nature, and whether or not the same can be said to be within the present contemplation of the parties hereto.

4. *Compliance with Law.*

(a) Tenant shall at all times during the term of the Lease, at Tenant's own cost and expense, perform and comply with all laws, rules, orders, ordinances, regulations, and requirements now or hereafter enacted or promulgated, of every governmental authority and municipality having jurisdiction over the Demised Premises, and of any agency thereof, relating to the Demised Premises, or the Improvements now or hereafter located thereon, or the facilities or equipment therein, or the appurtenances to the Demised Premises, or the franchises and privileges connected therewith, whether or not such laws, rules, orders, ordinances, regulations, or requirements so involved shall necessitate structural changes, improvements, interference with use and enjoyment of the Demised Premises, replacements, or repairs, extraordinary as well as ordinary, and Tenant shall so perform and comply, whether or not such laws, rules, orders, ordinances, regulations, or requirements shall now exist or shall hereafter be enacted or promulgated, and whether or not such laws, rules, orders, ordinances, regulations, or requirements can be said to be within the present contemplation of the parties hereto.

(b) Tenant shall have the right, provided it does so with due diligence and dispatch, to contest by appropriate legal proceedings, without cost or expense to Landlord, the validity of any law, rule, order, ordinance, regulation, or requirement of the nature hereinabove referred to in this Article 4. Tenant may postpone compliance with such law, rule, order, ordinance, regulation, or requirement until the final determination of such proceedings, only as long as such postponement of compliance will not subject Landlord to any criminal liability, or any other liability of any kind against the reversion of the Demised Premises or the Improvements thereon which may arise by reason of postponement or failure of compliance with such law, rule, order, ordinance, regulation, or requirement, and Tenant shall indemnify and hold Landlord harmless from the same. No provisions of this Lease shall be construed so as to permit Tenant to postpone compliance with such law, rule, order, ordinance, regulation, or requirement if any sovereign, municipal, or other governmental authority shall threaten to carry out any work to comply with the same or to foreclose or sell any lien affecting all or any part of the Demised Premises which shall have arisen by reason of such postponement or failure of compliance.

5. *Alterations.* Tenant shall have the right, at Tenant's expense, from time to time during the term of this Lease to make any alteration, addition, or modification to the Demised Premises or the Improvements thereon; provided that, after said alterations, additions, or modifications, the Demised Premises shall be for the same general use, and said alterations, additions, or modifications shall not lessen the market value of the Demised Premises; and provided further, that if any such alteration, addition, or modification shall involve the structure or exterior of the Improvements, and shall cost more than \$ \_\_\_\_\_, or should Tenant determine to remove or materially demolish the Improvements, then Tenant shall obtain Landlord's prior written consent thereto, which consent shall not be unreasonably withheld. It is expressly understood that Landlord's consent may be conditioned upon the furnishing by Tenant of waivers of mechanics' and materialman's liens from all persons furnishing materials or labor.

6. *Use of Demised Premises.*

(a) Tenant may use and occupy the Demised Premises and the Improvements thereon for operation of a marina and any ancillary legal uses.

(b) Tenant will not use or keep or allow the Demised Premises or any portion thereof or any buildings or other improvements thereon or any appurtenances thereto, to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy, and will not suffer any act to be done or any condition to exist within the Demised Premises or any portion thereof or in any Improvement thereon, or permit any article to be brought therein, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance in force with respect thereto.

7. *Net Lease.* This is an absolute net lease and Landlord shall not be required to provide any services or do any act or thing with respect to the Demised Premises or the appurtenances thereto, except as may be specifically provided herein, and the rent reserved herein shall be paid to Landlord without any claim on the part of Tenant for diminution, set off, or abatement, and nothing shall suspend, abate, or reduce any rent to be paid hereunder, except as otherwise specifically provided in this Lease.

8. *Insurance.*

(a) Tenant will at all times during the term of this Lease maintain insurance on the Demised Premises of the following character:

(i) Insurance against loss or damage by fire and other risks and perils from time to time included under standard extended coverage endorsements in an amount equal to not less than 100% of the replacement value of the Demised Premises, (exclusive of the costs of excavation, foundations, and footings below the lowest floor).

(ii) General commercial liability insurance against claims for bodily injury, death, or

property damage occurring on, in, or about the Demised Premises of not less than \$2,000,000.00 with respect to any one occurrence, or such other amounts in excess of the amounts set forth above as Landlord shall reasonably request.

(iii) Adequate boiler and pressure vessel insurance on all equipment, parts thereof, and appurtenances attached or connected to the Demised Premises which by reason of their use or existence are capable of bursting, erupting, collapsing, or exploding.

(iv) Such other insurance as Landlord may reasonably request.

(b) Such insurance shall be written by companies of recognized financial standing which are well rated by a national rating agency and are legally qualified to issue such insurance in the State of Wisconsin, and such insurance shall name as the insured parties thereunder, Landlord, or its assigns, and Tenant, as their interests may appear. Such insurance may be obtained by Tenant by endorsement on its blanket insurance policies, provided that (i) such blanket policies satisfy the requirements specified herein and (ii) Landlord shall be furnished with the certificate of the insurer to the effect that (a) the amount of insurance allocable to the Demised Premises is not less than the amount required by this Article and (b) the protection afforded Tenant and Landlord is not less than the protection which would have been afforded under a separate policy or policies relating only to the Demised Premises. Landlord shall not be required to prosecute any claim against any insurer or to contest any settlement proposed by any insurer, provided that Tenant may, at its cost and expense, prosecute any such claim or contest any such settlement, and in such event Tenant may bring any such prosecution or contest in the name of Landlord, Tenant, or both, and Landlord shall cooperate with Tenant and will join therein at Tenant's written request upon receipt by Landlord of an indemnity from Tenant against all costs, liabilities, and expenses in connection with such cooperation, prosecution, or contest.

(c) Tenant shall deliver to Landlord promptly after the execution and delivery of this Lease the original or duplicate policies or certificates of insurers satisfactory to Landlord evidencing all the insurance which is then required to be maintained by Tenant hereunder, and Tenant shall, within 10 days prior to the expiration of any such insurance, deliver other original or duplicate policies or other certificates of the insurers evidencing the renewal of such insurance. Should Tenant fail to effect, maintain, or renew any insurance provided for herein, or to pay the premium therefor, or to deliver to Landlord any of such policies or certificates, Landlord, at its option, but without obligation so to do, may procure such insurance, and any sums expended by it to procure such insurance shall be additional rent hereunder and shall be repaid by Tenant within 30 days following the date on which demand therefor shall be made by Landlord. Such insurance policy(ies) shall contain a provision that such policy(ies) shall not be canceled or reduced in scope without 30 days prior written notice to Landlord.

## 9. *Casualty.*

(a) If the Improvements on the Demised Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Tenant shall promptly notify Landlord of such destruction or damage. Tenant expressly waives the provisions of any present or future law relating to such

damage or destruction and agrees that the provisions of this Lease shall control the rights of Landlord and Tenant. Should the Improvements be damaged to an extent that renders the Demised Premises no longer operational as a marina, Tenant may elect to terminate this Lease by giving written notice to Landlord.

(b) If the Demised Premises or the Improvements shall be damaged or destroyed by any fire or other casualty and this Lease is not terminated as provided for herein, then this Lease shall continue in full force and effect and Tenant shall, promptly and diligently after any such damage or destruction and at its own cost and expense, repair or restore the Improvements as nearly as may be possible under the circumstances to the fair market value and condition thereof immediately prior to such damage or destruction irrespective of the availability or sufficiency of any fire or other insurance proceeds payable with respect thereto. The net insurance proceeds shall immediately be paid over to Tenant to be used by Tenant for the purposes of repairing and restoring the Improvements.

10. *Indemnity.* Tenant will indemnify and save harmless Landlord from and against any and all liability, loss, damages, expenses, costs of action, suits, interest, fines, penalties, claims, and judgments (to the extent that the same are not paid out of the proceeds of any policy of insurance furnished by Tenant to Landlord pursuant to Article 8) hereof arising from injury, or claim of injury, during the term of this Lease to person or property of any and every nature, and from any matter or thing, growing out of the occupation, possession, use, management, improvement, construction, alteration, repair, maintenance, or control of the Demised Premises, the Improvements now or hereafter located thereon, the facilities and equipment thereon, the appurtenances to the Demised Premises, or the franchises and privileges connected therewith, or arising out of Tenant's failure to perform, fully and promptly, or Tenant's postponement of compliance with, each and every term, covenant, condition, and agreement herein provided to be performed by Tenant. Tenant, at Tenant's own cost and expense, will defend by counsel of Tenant's choosing any and all suits that may be brought and claims which may be made, against Landlord, or in which Landlord may be impleaded with others, whether Landlord shall be liable or not, upon any such above-mentioned liability, loss, damages, expenses, costs of action, suits, interest, fines, penalties, claims, and judgments and shall satisfy, pay, and discharge any and all judgments that may be recovered against Landlord in any such action or actions in which Landlord may be a party defendant, or that may be filed against the Demised Premises, or the Improvements thereon, or the appurtenances, or any interest therein, and in the event of the failure of Tenant to pay the sum or sums for which Tenant shall become liable as aforesaid, then Landlord may pay such sum or sums, with all interest and charges which may have accrued thereon, and the amount so paid by Landlord shall be payable by Tenant to Landlord upon demand.

11. *Condemnation.*

(a) *Entire Condemnation.* If at any time during the term of this Lease all or substantially all of the Demised Premises or the Improvements thereon shall be taken in the exercise of the power of eminent domain by any public or private authority, then this Lease shall terminate on the date of

vesting of title in such taking and any prepaid rent shall be apportioned as of said date. Substantially all of the Demised Premises and the Improvements thereon shall be deemed to have been taken if the remaining portion of the Demised Premises shall not be of sufficient size to permit Tenant to operate its business thereon in a manner similar to that prior to such taking.

(b) *Partial Condemnation.* If less than all or substantially all of the Demised Premises or the Improvements thereon shall be taken in the exercise of the power of eminent domain by any sovereign, municipality, or other public or private authority, then Tenant, at its option, may elect to continue this Lease in full force and effect or terminate this Lease. If Tenant shall elect to maintain this Lease in full force and effect, the entire award for such partial condemnation shall be paid over to Tenant, and Tenant shall proceed with reasonable diligence to carry out any necessary repair and restoration so that the remaining Improvements and appurtenances shall constitute a complete structural unit or units which can be operated on an economically feasible basis under the provisions of this Lease. All of such repair and restoration shall be carried out by Tenant in accordance with the provisions of this Lease. In the event Tenant elects to continue this Lease in full force and effect after a partial condemnation, there shall be no abatement in the Basic Rent Tenant is required to pay hereunder.

(c) Should Tenant elect to terminate this Lease upon a partial condemnation, Tenant shall provide Landlord with written notice of such election within 10 days after the date of vesting of title for such taking. Tenant shall specify in such written notice the date on which this Lease shall terminate, which date shall be not less than 10 days nor more than 30 days after delivery of such notice to Landlord (the Termination Date).

12. *Assignment: Subletting.*

(a) Tenant may not assign this Lease or any interest herein or sublet the Demised Premises at any time, without Landlord's consent.

(b) No acceptance by Landlord of any performance, rent, or additional rent herein provided to be done or paid by Tenant from any person, firm, or corporation other than Tenant, shall discharge Tenant, except to the extent of the performance and payments so accepted by Landlord, from liability to pay all of rent herein provided to be paid by Tenant or from liability to perform any of the terms, covenants, conditions, and agreements set forth in this Lease.

(c) In the event of a termination of this Lease, the Landlord may terminate the sublease of each subtenant of space in the Demised Premises. Each subtenant who hereafter subleases space within the Demised Premises shall be deemed to have agreed to the provisions of this paragraph, but the absence of such a clause from any sublease shall not relieve the subtenant from the provisions of this subparagraph.

(d) Tenant hereby assigns to Landlord the right, following any default by Tenant hereunder, to collect from any or all subtenants all rents and other sums payable by them, and to apply the same to the payment of rent, and all other amounts payable by Tenant hereunder, and any balance shall be paid over to Tenant, but no exercise by Landlord of rights under this subparagraph shall be deemed a waiver by Landlord of any other rights hereunder or be deemed an acceptance by Landlord of such subtenant or an acquiescence by Landlord to the occupancy of any part of the Demised Premises by such subtenant or a release of Tenant from the performance of any of the obligations of Tenant hereunder.

13. *Injunction.* Landlord, at Landlord's option, in addition to any other rights reserved to Landlord, and notwithstanding the concurrent pendency of summary or other dispossession proceedings between Landlord and Tenant, shall have the right at all times during the term of this Lease to restrain by injunction any violation or attempted violation by Tenant of any of the terms, covenants, conditions, or agreements of this Lease, and to enforce by injunction any of the terms, covenants, conditions, and agreements hereof.

14. *Default; Termination.*

(a) The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(i) Any failure by Tenant to pay the rental required to be paid by Tenant hereunder where such failure continues for 30 days after written notice thereof by Landlord to Tenant; or

(ii) Any failure by Tenant to pay the Impositions required to be paid hereunder by Tenant where such failure continues for 30 days after written notice thereof by Landlord to Tenant; or

(iii) There shall be filed by or against Tenant in any court or other tribunal pursuant to any statute or other rule of law, either of the United States or of any State or of any other authority now or hereafter exercising jurisdiction, a petition in bankruptcy or insolvency proceedings or for reorganization or for the appointment of a receiver or trustee of all or substantially all of Tenant's property, unless such petition be filed against Tenant and if in good faith Tenant shall promptly thereafter commence and diligently prosecute any and all proceedings appropriate to secure the dismissal of such petition, and such petition is dismissed within 60 days or Tenant makes an assignment for the benefit of creditors; or

(iv) Pursuant to any other default or breach of this Lease by Tenant, Landlord obtains a money judgment against Tenant in a court of competent jurisdiction, and such judgment is not paid to Landlord within 30 days after such judgment becomes final.

(b) In the event of any such default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, Landlord, shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate in the manner specified in this section of the Lease. In the event that Landlord shall elect to so

terminate this Lease, then Landlord may recover from Tenant:

- (i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus
- (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus
- (iii) the unpaid rent for the balance of the term of this Lease that exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus
- (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; plus
- (v) such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

As used in subparagraphs (i) and (ii) above, the "worth at the time of award" is computed by allowing interest at the rate of eight (8%) percent per annum.

(c) The occurrence of any default or breach of this Lease by Tenant, other than those set forth in subparagraph (a) above, shall be deemed not to be material hereunder, and Landlord shall not have the right to terminate this Lease for any such default. In the event of such a non-material default, which default continues for 30 days after written notice thereof by Landlord to Tenant (provided that, if the nature of such default is such that the same cannot be cured within such 30-day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently pursue the same to completion), Landlord's sole remedy shall be damages, as determined by a court of competent jurisdiction.

(d) In the event of the vacation or abandonment of the Demised Premises by Tenant, Landlord shall have the right to re-enter the Demised Premises and take possession of the Demised Premises pursuant to legal proceeding or pursuant to any notice provided by law, then if Landlord does not elect to terminate this Lease, Landlord may, from time to time, without terminating this Lease, either recover all rental as it becomes due, or relet the Demised Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable.

(e) In the event that Landlord shall elect to so relet, then rentals received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any cost of such reletting; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting, which is applied to the payment of rent hereunder, be less than the rent payable by Tenant hereunder, then Tenant shall pay such

deficiency to Landlord immediately upon demand therefor by Landlord. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting.

(f) Upon a default or breach of any term of this Lease by Landlord hereunder, Tenant shall have all of the rights and remedies provided by law or equity.

(g) Except as otherwise expressly provided herein, the rights and remedies given herein to Landlord and Tenant shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights reserved to Landlord or to Tenant under the provisions of this Lease or given to Landlord or to Tenant by law.

15. *Landlord's Right to Cure Tenant's Defaults.* Whenever and as often as Tenant shall fail or neglect to comply with and perform any term, covenant, condition, or agreement to be complied with or performed by Tenant hereunder, then, upon 30 days' prior written notice to Tenant, Landlord at Landlord's option, in addition to all other remedies available to Landlord, may perform, or cause to be performed, such work, labor, services, acts, or things, and take such other steps, including entry onto the Demised Premises and the Improvements thereon, as Landlord may deem advisable, to comply with and perform any such term, covenant, condition, or agreement which is in default, in which event Tenant shall reimburse Landlord upon demand, and from time to time, for all costs and expenses suffered or incurred by Landlord in so complying with or performing such term, covenant, condition, or agreement. The commencement of any work or the taking of any other steps or performance of any other act by Landlord pursuant to the immediately preceding sentence shall not be deemed to obligate Landlord to complete the curing of any term, covenant, condition, or agreement which is in default.
16. *Tenant's Expenses.* Landlord shall reimburse Tenant upon demand for all reasonable expenses, including attorney's fees, incurred by Tenant in connection with any litigation to enforce any obligation of Landlord which is in default hereunder. If the leasehold interest of Landlord hereunder shall hereafter be held by more than one person, corporation, or other entity, and if litigation shall arise by reason of a dispute among such persons, corporations, or other entities, and if Tenant is made a party to such litigation without Tenant's consent, then Landlord shall reimburse Tenant upon demand for all reasonable expenses, including attorney's fees, incurred by Tenant in connection with any such litigation.
17. *Landlord's Expenses.* Tenant shall reimburse Landlord upon demand for all reasonable expenses, including attorney's fees, incurred by Landlord in connection with the collection of any rent in default hereunder, or the termination of this Lease by reason of a material default of Tenant, as such term is defined above, or the enforcement of any other obligation of Tenant which is in default hereunder, or the protection of Landlord's rights hereunder, or any litigation or dispute in which Landlord becomes a party or otherwise becomes involved, without fault on its part, relating to the Demised Premises or Landlord's rights or obligations hereunder. If the leasehold interest of Tenant hereunder shall hereafter be held by more than one person, corporation, or other entity, and if litigation shall arise by reason of a dispute among such persons, corporation,

or other entities, and if Landlord is made a party to such litigation without Landlord's consent, then Tenant shall reimburse Landlord upon demand for all reasonable expenses, including attorney's fees, incurred by Landlord in connection with any such litigation.

18. *Waiver of Trial by Jury.* To the extent permitted by law, Landlord and Tenant hereby waive trial by jury in any litigation brought by either of the parties hereto against the other on any matter arising out of or in any way connected with this Lease or the Demised Premises or the Improvements thereon.
19. *Merger.* In no event shall the leasehold interest, estate, or rights of Tenant hereunder, or of the holder of any mortgage upon this Lease, merge with any interest, estate, or rights of Landlord in or to the Demised Premises, it being understood that such leasehold interest, estate, and rights of Tenant hereunder, and of the holder of any mortgage upon this Lease, shall be deemed to be separate and distinct from Landlord's interest, estate, and rights in or to the Demised Premises, notwithstanding that any such interests, estates, or rights shall at any time or times be held by or vested in the same person, corporation, or other entity.
20. *Definition of Landlord.* The term Landlord as used in this Lease shall at any given time mean the person or persons, corporation or corporations, or other entity or entities who are the owner or owners of the Demised Premises.
21. *Quiet Enjoyment.* Landlord covenants that at all times during the term of this Lease, as long as Tenant is not in default hereunder, Tenant's quiet enjoyment of the Demised Premises or any part thereof shall not be disturbed by any act of Landlord, or of anyone acting by, through, or under Landlord.
22. *Extensions of Term.*
  - (a) Tenant may elect to extend the term of this Lease upon the terms, covenants, conditions, conditional limitations, and agreements herein contained, in accordance with and subject to the following conditions:
    - (i) The extension of the term of this Lease shall be for a period (hereinafter sometimes referred to as the "Extended Term") of \_\_\_\_\_ years commencing on the date of termination of the original term.
    - (ii) The election to extend shall be exercised, if at all, at least 60 days prior to the date of commencement of the extension period. The election to extend shall be exercised only by written notice to Landlord. During such Extended Term, all of the terms and conditions of this Lease shall continue in full force and effect, except that the annual Basic Rent for the Extended Term shall be payable in the amounts and at the times to be negotiated prior to commencement of the Extended Term.
  - (b) All references in this Lease to the "term" of this Lease, or to the "term" hereof, shall be deemed to include the original term specified in Article 1 hereof (Lease of Demised Premises

and Term) and the Extended Term thereof elected pursuant to the provisions of this Article.

(c) The notice of election to extend the term of this Lease given in accordance with the provisions of this Article shall have no effect, and the extension period shall not become effective, if Landlord has delivered to Tenant a written notice of default under the terms of this Lease at the time the notice is given or immediately prior to the expiration date of the Lease, and Tenant, has not cured, or taken steps to cure, such default.

(d) A termination of this Lease pursuant to Article 14 (Default; Termination), or any other provision hereof, or pursuant to present or future law, shall extinguish all extension periods theretofore elected and all rights of election of extension periods not theretofore exercised.

23. *Present Condition of Premises.* Tenant represents that the Demised Premises, the improvements thereon, the sidewalks and structures adjoining the same, sub-surface conditions, and the present tenancies, uses, and non-uses thereof, have been examined by Tenant and Tenant's agents and that Tenant accepts the same, without recourse to Landlord, in the condition or state in which they or any of them now are, without representation or warranty, expressed or implied in fact or by law, as to the nature, condition, or usability thereof, or as to the use or uses to which the Demised Premises or any part thereof may be put, or as to the prospective income from, and expense of operation of, the Demised Premises.
24. *Landlord's Right of Entry.* Upon 1 day notice to Tenant, Landlord and Landlord's authorized agents and employees shall have the right from time to time, at Landlord's option, to enter and pass through the Demised Premises and the Improvements thereon during business hours to examine the same and to show them to prospective purchasers, fee mortgagees, and others, but this shall not obligate Landlord to make any such entry or examination.
25. *Messages.* Any notice, demand, election, payment, or other communication (hereafter in this Article 25 collectively referred to as Messages), with the exception of Article 24 (Landlord's Right of Entry), which Landlord or Tenant shall desire or be required to give pursuant to the provisions of this Lease shall be sent by registered or certified mail, return receipt requested, and the giving of such Message shall be deemed complete on the 3rd business day after the same is deposited in a United States Post Office with postage charges prepaid, enclosed in a securely sealed envelope addressed to the person intended to be given such Message at the respective addresses set forth below or to such other address as such party may theretofore have designated by notice pursuant to this Article 25.

Landlord:      City of Prescott  
                    800 Borner Street  
                    Prescott, WI 54021

Tenant:         Richard Anderson  
                    137 North Front Street  
                    Prescott, WI 54021

26. *Payments of Money; Interest.* All amounts whatsoever which Tenant shall be obligated to pay to Landlord pursuant to this Lease shall be deemed rent, and in the event of the nonpayment by Tenant of any sum of money which Tenant from time to time shall be obligated to pay to Landlord under any provision of this Lease, Landlord shall have the same rights and remedies by reason of such nonpayment as if Tenant had failed to pay an installment of Basic Rent under Article 1 hereof. In each instance when Tenant shall be obligated to make any payment of any sum of money to Landlord hereunder, interest shall accrue thereon and be payable hereunder at the rate of 8% per annum, or the highest rate permitted by law, whichever is lower, computed from the date such payment first became due hereunder.
27. *Non-Waiver.* No waiver by Landlord of any breach by Tenant of any term, covenant, condition, or agreement herein and no failure by Landlord to exercise any right or remedy in respect of any breach hereunder, shall constitute a waiver or relinquishment for the future of any such term, covenant, condition, or agreement or of any subsequent breach of any such term, covenant, condition, or agreement, nor bar any right or remedy of Landlord in respect of any such subsequent breach, nor shall the receipt of any rent, or any portion thereof, by Landlord, operate as a waiver of the rights of Landlord to enforce the payment of any other rent then or thereafter in default, or to terminate this Lease, or to recover the Demised Premises, or to invoke any other appropriate remedy which Landlord may select as herein or by law provided.
28. *Surrender.* Tenant shall, on the last day of the term of this Lease or upon any termination of this Lease pursuant to Article 14 (Default; Termination) hereof, or upon any other termination of this Lease, well and truly surrender and deliver up the Demised Premises, with the Improvements then located thereon into the possession and use of Landlord, without fraud or delay and in good order, condition, and repair, free and clear of all lettings and occupancies, free and clear of all liens and encumbrances other than those existing on the date of this Lease and those, if any, created by Landlord, without any payment or allowance whatever by Landlord on account of or for any buildings and improvements erected or maintained on the Demised Premises at the time of the surrender, or for the contents thereof or appurtenances thereto. Provided, however, that Tenant's Trade Fixtures, personal property, and other belongings of Tenant or of any subtenant or other occupant of space in the Demised Premises shall be and remain the property of Tenant, and Tenant shall have a reasonable time after the expiration of the term of this Lease to remove the same.
29. *No Partnership.* Landlord shall not be deemed, in any way or for any purpose, to have become, by the execution of this Lease or any action taken under this Lease, a partner of Tenant, in Tenant's business or otherwise, or a member of any joint enterprise with Tenant.
30. *No Oral Changes.* This Lease may not be changed or modified orally, but only by an agreement in writing signed by the party against whom such change or modification is sought to be enforced.

31. *Bind and Inure.* The terms, covenants, conditions, and agreements of this Lease shall bind and inure to the benefit of the parties hereto and their respective successors and assigns and shall survive any termination, cancellation or expiration of this Lease. Any waiver of rights by either party hereto shall be deemed to be a waiver of such rights not only by such party but shall be deemed to be a waiver of such rights for and on behalf of each and every successor and assignee of such party. The word Tenant as used herein shall in each instance be deemed to mean the person or persons, corporation or corporations, or other entity or entities who from time to time shall be primarily obligated under this Lease to perform the obligations of Tenant hereunder.
32. *Force Majeure.* The time within which either party hereto shall be required to perform any act under this Lease, other than the payment of money, shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably by strikes, lockouts, acts of God, governmental restrictions, failure, or inability to secure materials or labor by reason of priority or similar regulation or order of any governmental or regulatory body, enemy action, civil disturbance, fire, unavoidable casualties, or any other cause beyond the reasonable control of either party hereto, excluding, however, the inability or failure of either party to obtain any financing which may be necessary to carry out its obligations.
33. *Hazardous Material.*
- (a) The Tenant shall keep and maintain the Demised Premises in compliance with, and shall not cause or permit the Demised Premises to be in violation of, any federal, state, or local laws, ordinances or regulations relating to industrial hygiene, environmental conditions or Hazardous Materials ("Hazardous Materials Laws") on, under, about, or affecting the Demised Premises. "Hazardous Materials" include, but are not limited to, any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation any substances defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal or state laws or regulations.
- (b) The Tenant shall be solely responsible for, and shall indemnify and hold harmless the Landlord, its directors, officers, employees, agents, successors, and assigns from and against, any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under or about the Demised Premises, including without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup, or detoxification of the Demised Premises, and the preparation and implementation of any closure, remedial, or other required plans; and (iii) all reasonable costs and expenses incurred by the Lender in connection with clauses (i) and (ii), including, but not limited to, reasonable attorney's fees. The Tenant shall, upon the request of the Landlord, provide the Landlord with a bond or letter of credit, in form and substance satisfactory to the Landlord, in an amount sufficient to cover the costs of any required cleanup.

(c) The Tenant shall, at its expense, take all necessary remedial action(s) in response to violations of any Hazardous Materials Laws.

34. *Severability.* In case any one or more of the provisions of this Lease should be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Lease will not in any way be affected or impaired.
35. *Authority.* Each of the Parties acknowledges that it/he/she has read and understands the terms of this Lease, and that said Party is voluntarily entering into this Lease and that said Party has authority to enter into this Lease.
36. *Governing Law.* This Lease shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
37. *Counterparts.* This Lease may be executed in two or more counterparts, including telecopy counterparts, each of which shall be deemed an original, and together shall constitute one and the same document.
38. *Headings.* The headings of the sections of this Lease are for convenience of reference only and do not form a part hereof and shall not be interpreted or construed to modify, limit or amplify such sections.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed as of the day and year first above written.

LANDLORD:

\_\_\_\_\_  
By: David Hovel, Mayor

TENANT:

\_\_\_\_\_  
Richard Anderson d/b/a Leo's Landing

*Current*

# **City of Prescott Farm Land Lease and Operation of the City's Compost Site**

**Prescott, Wisconsin  
For January 1, 2016 to December 31, 2016**

This contract, entered into the 14<sup>th</sup> day of September 2015, by and between the City of Prescott, a Wisconsin municipal corporation, hereinafter called the "City" and Gerald and Jeffrey Kosin, hereinafter called the "Lessee".

**Term:** The term of the lease is for on year commencing on the 1<sup>st</sup> day of January, 2016 and ending on the 31<sup>st</sup> day of December 2016.

**Payment of Rent:** For the occupancy and use of the real estate, the lessee will pay the City \$10,800 no later than January 31, 2016. Expenses incurred to operate the compost site will not be deducted from the lump sum amount paid for renting of the land.

**Land:** The City will lease approximately 120 acres located on 620<sup>th</sup> Avenue in the Town of Oak Grove, Wisconsin. The City's compost site is located on 10 of the 120 acres. The land consists of the following properties:

1. parcel 0200-101-20800
2. parcel 0200-101-20300
3. parcel 0200-101-30100
4. parcel 0200-101-20200

**Compost site operations:** The City operates a compost site on 10 acres of the 120 acres. The compost site is to be opened three days a week from 8:00 a.m. to 7:00 p.m. and for two weeks daily each spring and fall. The lessee will be responsible for unlocking and locking the gate each day the compost site is open. The lessee is not expected to be available while the compost site is open. The City agrees to furnish materials and labor for normal maintenance and repairs to maintain the compost site in its customary condition. Lessee will be responsible for removing any debris/compost materials left at the entrance to the compost site or on Highway 10 for ¼ mile each side of the entrance.

**Terms:**

1. **Husbandry:** The lessee shall operate the farm in an efficient and husband-like way, and will do plowing, seeding, cultivating and harvesting in a manner calculated to preserve or conserve the lessor's property, and shall practice approved methods of crop rotation of hay, small grains, and row crops. The lessee shall (1) practice weed control by mowing permanent pastures, ravines, waterways, (2) repair waterways and ravines due to erosion, and (3) remove rock. The city shall be notified of and shall approve any alteration to the property prior to the commencement of said alteration.
2. **Cropping practices:** The lessee will not without consent of the lessor do any of the following:
  - (a) cut live trees for sale or personal use
  - (b) allow livestock other than his own on the property
3. **Waste:** lessor shall not dump waste on or damage the property described above and shall use due care to prevent others from doing so.
4. **Conservation Practices:** the lessee shall control soil erosion as completely as practicable by strip cropping and contouring, and by filling in or otherwise controlling small washes or ditches that may form and shall refrain from any practices that may contribute to soil erosion. The lessee shall maintain present waterways which must be clipped twice a year.
5. **Improvements:** Minor improvements of a temporary nature, including fencing belonging to lessee, which do not mark the condition or appearance of the property, may be made by the lessee at his own expense. The lessee may at any time during the term of the lease, and up until the 1<sup>st</sup> day of April in the year following the expiration of this lease, remove such improvements, provided he leaves in good condition that part of the property from which said improvements are removed. Any property of the lessee's remaining on the land after such time shall become property of the lessor or as agreed by the present and former lessee and approved by the lessor.
6. **Residue of crops:** At the expiration of this lease, the residue of any and all crops remaining on the land herein described shall become the property of the lessor, including any unharvested crops and the residue of any unharvested crops.

7. **Surrender:** The lessee agrees to peaceably surrender possession and occupancy of the premises at the termination of this lease, leaving the premises in as good of a condition as he found the premises at the beginning of the lease with reasonable allowance being made for wear and depreciation.
8. **Right of Entry** - The City reserves the right for their employees or their assigns to enter the land at any reasonable time for purposes of: (a) consultation with the tenant; or (b) making repairs, improvements, and inspection.
9. **Transfer of Farm** - If the City should sell or otherwise transfer title to the land, the City will do so subject to the provisions of this lease.
10. **No Right to Sublease** - The City does not convey to the lessee the right to lease or sublease any part of the land or to assign the lease to any person or persons, unless prior approval is obtained from the City.
11. **Termination of contract.** The lease agreement may be terminated by mutual agreement in writing. If either party neglects or refuses to carry out any material provisions, the other party shall have the right, in addition to compensation for damages, to terminate the lease. The party shall do so by written notice on the party at fault, specifying the violations of the agreement. If violations are not corrected within 30 days, the lease shall be terminated. It is further agreed that this lease shall terminate automatically at the date set for termination without notice to either party.
12. **Nonpartnership agreement.** This lease does not give rise to a partnership. Neither party shall have authority to bind the other without his/her written consent.
13. **Liability, Insurance and Taxes.** The lessor shall be liable for all insurance on equipment or personal property belonging to the lessor situation on the property.
14. **State of Wisconsin.** This lease agreement shall be construed in accordance with the laws of the State of Wisconsin.

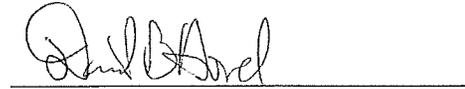
Signed:

  
Gerald Kosin, Lessee

9-19-15  
Date

  
Jeffrey Kosin, Lessee

9-15-15  
Date

  
David Hovel, Mayor

9/16/15  
Date